

**EXHIBIT D**

KEITH PATERSON

PAGE 02

**PROMISSORY NOTE**

\$30,000

September 2003

FOR VALUE RECEIVED, the undersigned, DSK PROPERTIES, LLC, doing business at 611 1/2 Ave, New Jersey 07103 ("Maker") promises to pay to the order of Michael J. Suppe, a resident of New Jersey ("Holder") at 2 Peach Tree Lane Chester New Jersey 07920, or at such other place within the United States of America which the Holder may from time to time designate in writing to the Maker, the principal sum of Thirty Thousand Dollars (\$30,000.00), together with a profit interest of \$500 payable within one year from the date hereof, or upon the sale of property located at 2 Peach Tree Lane Chester, New Jersey, whichever shall occur first, at which time the principal balance and profit interest shall be due and payable in full.

FIVE

Upon the happening of any one or more of the following events, each of which shall constitute a default, the unpaid principal and interest balance of this Note, shall, at the option of the Holder hereof, become immediately due and payable:

- a. Failure of Maker to make any payment when and as due hereunder which default continues for a period of fifteen (15) days;
- b. the filing of any petition by or against Maker either under the federal bankruptcy laws or state receivership laws or under any similar federal or state statute, or the insolvency, receivership, or assignment of assets for the benefit of creditors of Maker, or the inability or the admission in writing by Maker of an inability to pay debts as they mature, or the effecting by Maker of a plan or other arrangement with creditors;
- c. an attachment or execution levied against any substantial part of Maker's assets;
- d. the liquidation, dissolution or cessation of business activity of Maker, or the transfer or attempted transfer of any portion of Maker's assets utilized in his business;
- e. the death or permanent disability of Maker.

In the event of default, as defined above, the interest rate applicable to the outstanding balance of the principal shall accrue at a rate of fifty percent (50%) per annum so long as the obligations hereunder remain in default.

The Maker herein represents that the funds advanced by Holder shall be used for the purchase and development of the aforementioned property located in Chester, New Jersey, which is currently under contract to be sold to DSK Contractors, LLC, and that Stan Kleinschmidt, the guarantor of this Note, is a member of both entities.

The Maker hereto shall have the right to make prepayments hereunder at any time, or from time to time, without premium or penalty.

This Note shall be payable without any effect, reduction or recoupment whatsoever.

The Maker of this Note hereby waives presentment for payment, notice of non-payment, notice of dishonor, protest and notice of protest.

In case any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or the remaining part of any affected provisions) of this Note and this Note shall be deemed never to have contained such invalid, illegal or unenforceable provision.

KEITH PATERSON

PAGE 83

The Holder hereof may, without notice and without releasing the liability of any party hereon, grant extensions or renewals hereof from time to time and for any term or terms. Delay on the part of the Holder in exercising any rights hereunder shall not be deemed a waiver thereof.

This Note shall inure to the benefit of the Holder, and Holder's legal representatives, successors, and assigns, and shall bind the Maker, all guarantors and endorsers, and their respective legal representatives, successors and assigns. This Note shall be construed and enforced according to the laws of the State of New Jersey.

Maker agrees to submit to the jurisdiction of the Courts of the State of New Jersey, waiving any and all defenses to the jurisdiction and/or venue of said courts, and agrees not to raise any questions or issues as to the jurisdiction or venue of either or both courts in the event that suit is brought or judgment entered on this Note.

In the construction of this Note, words used in the singular shall include the plural, and the plural the singular, and words used in the masculine gender shall include the feminine and the neuter, and vice versa, in all cases where such meaning would be appropriate.

IN WITNESS WHEREOF, this Note has been executed on the date first above written.

WITNESS:

DSK PROPERTIES, LLC

Michael Ruppe  
11/4/03

By: STAN KLEINSCHMIDT

**CONTINUING GUARANTY**

THIS IS A GENERAL GUARANTY THAT IS ENFORCEABLE BY OBLIGEE, ITS SUCCESSORS AND/OR ASSIGNS. THIS IS ALSO AN ABSOLUTE AND UNCONDITIONAL GUARANTY

STAN KLEINSCHMIDT hereby guarantees payment of the within Note.

Stan Kleinschmidt  
STAN KLEINSCHMIDT